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COLLECTIVE NEGOTIATIONS, A NEW OUTLOOK IN 1966.

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BY THE END OF 1966, OVER 1500 WRITTEN AGREEMENTS HAD BEEN REACHED IN THE UNITED STATES PROVIDING FOR DECISION-MAKING BY TEACHERS THROUGH PROFESSIONAL NEGOTIATION. PRIMARY ISSUES INCLUDED THE IMPORTANCE OF STATE LEGISLATION, THE ROLE OF THE SCHOOL SUPERINTENDENT IN THE NEGOTIATION PROCESS, THE EXCLUSIVE NEGOTIATION RIGHTS BY ONE PROFESSIONAL ASSOCIATION FOR ALL TEACHERS IN A SYSTEM, THE RESOLVING OF IMPASSES, AND PERSONNEL POLICIES. THE NATIONAL EDUCATION ASSOCIATION HAS EMPHASIZED THE ENACTMENT OF STATE LEGISLATION MANDATING COLLECTIVE NEGOTIATIONS. COMPREHENSIVE STATUTES ENACTED BY CONNECTICUT AND WASHINGTON SERVE AS MODELS, CLARIFYING NEGOTIABLE ITEMS AND PROVIDING FOR IMPASSE RESOLUTION BY MEANS OF EDUCATION CHANNELS. WITH ITS MEMBERSHIP CENTERED IN NINE OF THE NATION'S TEN LARGEST CITIES, THE AMERICAN FEDERATION OF TEACHERS HAS STRESSED LOCAL CONTRACT AGREEMENTS AND UTILIZATION OF PROFESSIONAL HELP FROM THE AFL-CIO. PROVISIONS FOR TEACHER COLLECTIVE NEGOTIATION IN MICHIGAN, WISCONSIN, AND CONNECTICUT ARE OUTLINED AS MODELS FOR FUTURE LEGISLATION THROUGHOUT THE NATION. THIS ARTICLE IS PUBLISHED IN "PERSONNEL ADMINISTRATION RESEARCH STUDIES, 1966," AVAILABLE FROM THE CENTER FOR EDUCATIONAL RESEARCH AND SERVICE, COLLEGE OF EDUCATION, OHIO UNIVERSITY, ATHENS, OHIO 45701, FOR $1.00. (JK)

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COLLECTIVE NEGOTIATIONS
A NEW OUTLOOK IN 1966

by Jerry Hart

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FOREWORD

The purpose of this study was to obtain the best and most recent thinking on the subject of professional staff negotiations and collective bargaining. Jerry Hart, pursuing a program for his doctoral degree in personnel administration, spent June, July, and August in gathering the information through personal interview with qualified people in this area. The study was structured by visiting the offices of the NEA in Washington, D. C., and the American Federation of Teachers in Chicago. Recognizing that a limited number of states have enacted legislation relative to this area, each national organization was asked to recommend school districts for visitation within several of those states. The states were selected in a consensus that their currently enacted legislation will tend to be the model for most new legislation. The districts selected were not necessarily typical of majority opinion, but had unique to their setting certain facets that were believed to represent a predictor of future trends in collective negotiations. Leaders of staff organizations, and administrators responsible for the area, were interviewed. Problems of operation were discussed regarding the effects of the law.

Every attempt was made by Mr. Hart to treat the presentation of data in an equitable and impartial manner. It is believed that the study presents what was read and heard, as well as interpreted, concerning the comments without undue bias.

This study is believed to be a fair representation of the state affairs in the field of collective negotiations as they existed on September 1, 1966. In recognition that numerous state legislatures are on the brink of enacting statutes in the near future, this study makes a valuable contribution.

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CHAPTER ONE

LEGISLATION

Exactly fifty years ago this past spring the American Federation of Teachers affiliated with the American Federation of Labor. Though union membership dates back to the year 1916, collective negotiation for public employees and especially teachers is relatively new.

At the beginning of 1965 three collective negotiation laws existed in the United States and all applied to public employees generally. These laws included Alaska (1959), New Hampshire (1955) and Wisconsin (1962). It had not been the written laws which caused nationwide attention to focus on education dissension in NEA state-wide sanctions in Utah (1964) and Oklahoma (1965). Many people have argued that it was the absence of any means by the teachers to have a voice and representation concerning educational issues including salary which ignited such trouble. Consequently the pressure for more legislation to allow teachers a greater voice in education sounded across the nation and resulted in 1965 becoming the year of the big break through. Eight laws were passed in 1965. California, Connecticut, Florida, New Jersey[1], Oregon, and Washington enacted negotiation statutes pertaining specifically to public school employees, while the states of Massachusetts and Michigan joined the three previously mentioned states in enacting legislation applying to all public employees, including school employees. On May 11, 1966, Rhode Island enacted a public school employee statute.

The barrier for teachers to now demand under protection of statute what they had always claimed to be their right—decision making through professional negotiations—had been broken. It is generally estimated that over 1500 written agreements currently exist in the United States whereas the NEA reported only 388 on file in Washington as of September 20, 1965—less than a year ago.

It takes a closer look to see how well the current legislation has been written and how feasible all parties can function within its framework. But two conclusions seem universal throughout the nation: the legislation has come quickly and, more importantly, it is only the beginning.

STATE STATUTES

One cannot overemphasize the importance which NEA places upon the enactment of state statutes (see Chapter Two), but of equal notation are the differences in both wordage and application of the current twelve laws (see Appendix A for the texts of these statutes).

The question of composition of the bargaining unit is one of the most debatable issues. Though NEA and AFT must operate under the same law, their respective views and the current legislation have caused wide confusion to reign in local districts throughout the country. Paramount, of course, is the position of the superintendent.

In elections to determine the negotiation representative of "educators only" statutes, the laws allow all professional personnel below the rank of superintendent in the elections. Public employee legislation shows variation.

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[1]*State Board of Education Resolution has the effect of law.*

Although Michigan prohibits supervisory employees from voting in elections, it permits the state labor mediation board to recognize units previously recognized by the employer due to certification, contract, or past practice. Wisconsin is silent on the matter, while Massachusetts includes all professional personnel. Neither Alaska nor New Hampshire mentions unit composition.

Two which deserve special mention are the Connecticut and Washington statutes, though by implementation they are tending to be contradictory. In Washington the Attorney General has ruled a negotiating organization must be all-inclusive and not restricted to classroom teachers alone. Connecticut, on the other hand, allows for a local vote by staff members to determine whether they want an all-inclusive or separate bargaining agent to represent classroom and supervisory personnel. Following local determination there is a vote for the specific negotiating representative.

SUPERINTENDENT AS NEGOTIATOR

Perhaps the greatest amount of time at state-sponsored weekend seminars of administrators is being spent on this issue. The NEA first mentioned the superintendent in such a capacity in its 1964 resolution at Seattle. Today the NEA views him in the traditional dual role of executive officers of the board and leader of the professional staff. It is, however, most noteworthy that since the national organizations have recently conceived the "concentration of power" concept (discussed in Chapter Two) they advocate the superintendent's deep involvement only in the initial stages followed by his somewhat subservient position of advisor to the board in later stages.

The Department of Classroom Teachers also recognizes the dual role while the American Association of School Administrators has recently expressed pleas for all factions to recognize his authority in the area of welfare of school personnel.

The National School Boards Association continues to endorse a role whereby the superintendent can function as a channel and interpreter of teacher concerns to the board.

Most significantly, however, in none of the statutes written to date is the role of the superintendent of schools, concerning the bargaining process, spelled out.

EXCLUSIVE RIGHTS

Eight of the twelve states accord one organization exclusive negotiation after it has proven majority support. Such statutes therefore coincide with President Kennedy's Federal Employee Order 10988 (see Appendix B for text). Alaska, New Hampshire, and Florida fail to mention it in their brief and extremely general terminology. California remains the unique deviate from any pattern. In amendment to Section 3501 of the Government Code, Article 5, 13085:

> The negotiating council shall have not more than nine nor less than five members and shall be composed of representatives of those employee organizations who are entitled to representation on the negotiating council. An employee organization representing certificated employees shall be entitled to appoint such

number of members of the negotiating council as bears as nearly as practicable the same ratio to the total number of members of the negotiating council as the number of members of the employee organizations bears to the total number of certificated employees of the public school employer who are members of employee organizations representing certificated employees.

Therefore a California community with its teachers voting 40 per cent for NEA representation, 35 per cent for AFT, 24 per cent for a local independent group, and one per cent for no representation would be broken down as follows:

		Board Recognizes a Council Membership of:				
		5	6	7	8	9
	Per Cent	Calculated make-up of Council Membership				
NEA	40	2	2	3	3	4
AFT	35	2	2	2	3	3
Local Independent	24	1	2	2	2	2
None	1	—	—	—	—	—

Both national organizations dislike this method of representation. Competition with each other at the local level lessens the effectiveness of concentrating a united front. In the long run it also appears the board will meet increasing complexities in satisfying multi-series of demands. Surely such a tradition in education as the single salary schedule does not make such a law conducive to easy negotiations.

IN EVENT OF IMPASSE

Most statutes remain flexible on the amount of impasse in negotiations. Boards of education and employee organizations retain the freedom to develop procedures which will work in their specific local environment. But perhaps the biggest problem to face all parties in the actual negotiations is the so-called "impasse" or inability of the two sides to reach an agreement. More will be said later on the advisability to include some form of third party fact-finding, mediation, or appeal in all future legislation (see Chapter Four). Suffice it here to note that five of the seven negotiation statutes applicable to school employees make such provision (only California and Florida do not). Three of the five laws applicable to all public employees provide for voidance of disagreement through labor channels.

Not even a brief span of current state legislation in this area can be undertaken without mentioning several states which not only do not have statutes mandating the collective bargaining process by public employees, but actually record legislation prohibiting it.

North Carolina voids any contract between a government unit and any labor union.[2] Texas not only voids a written agreement, but also forbids any recognition of a labor organization of public employees.[3]

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[2]*General Statutes of North Carolina*

[3]*Texas Civil Statutes*

CHAPTER TWO

NATIONAL ORGANIZATIONS

Necessity seldom warrants one standing apart and examining the role of national organizations in an education movement. But no study of the emergence of collective negotiations dares exclude such a stdy. It is indeed obvious in extensive travel throughout the United States this summer that very few individuals comprehend the impact these groups have had in this area. Collective negotiations have succeeded in large part due to legislation, concentrated numbers of people, and leadership. Collective negotiations have succeeded because of the American Federation of Labor and the National Education Association.

These two organizations profess somewhat different ideology. Their methods of achieving objectives have been dissimilar but differences are disappearing. And, finally, the locale of successes each has enjoyed is also typical of an environmental difference.

The author visited both national offices, talked with top level officials, and studied scores of documents before engaging their respective affiliates in local school districts throughout the country.

Their dissimilarities, perhaps some shocking, are many; but upon two things they wholeheartedly agree: (1) they oppose paternalism and any phase of school business that excludes their involvement in decision-making and (2) the tide has turned and they are winning the war, and winning it big. Neither can supply the staff to keep pace with their collective negotiation success.

NATIONAL EDUCATION ASSOCIATION GOAL

Both the welfare of the teacher and the welfare of the child are the goals of the NEA. Many veterans cite this as the major difference between the NEA and the AFT (welfare of teacher only). This comparison is not true. For if it were, the AFT would be far exceeding its boundary, while the NEA would stumble miserably short.

In reality, NEA has received greater criticism concerning bargainable items because it has pushed into many areas considered "management prerogatives".

Association members chorus, "If we truly are professional we must have motives beyond self-interest".

Unfortunately for NEA, they have failed to achieve this excellent philosophy in actual practice. Little more than salary and basic working conditions appear in most contracts.

METHOD

To enact state legislation mandating collective negotiations is the method by which NEA and its relatively strong state organizations succeed. It was the state associations which originally founded the locals and provided leadership.

When perceptive Allan West was Director of Urban Projects for NEA, he viewed the success of teacher unions with large city membership. Seeking a type of stabilizing factor, he wrote a suggested bill for legislatures and pre-

sented it to the national organization of state associations. Though at first the states moved slowly, some 14 states introduced such a bill by 1964.

Today the NEA boasts 1,000,000 members so that a statute legislated in any state would affect thousands of its members.

But the key to future NEA activity goes deeper. Such an organization does not support just any type of legislation, but seeks repetition of currently enacted statutes favorable to its objectives. NEA support in the coming legislative sessions will be for a duplication of the Connecticut and Washington laws. These laws, argue NEA spokesmen, are more sophisticated. First they are more comprehensive in that they spell out various items which are negotiable. Equally important, both statutes contain sections covering mediation of impasse by means of educational rather than labor channels.

As perhaps further evidence of the NEA intent to transplant the recently enacted Washington law, it acquired the full time services in August of the former executive secretary of the Washington Education Association who was most responsible for the wordage and successful passage of that specific statute.

Association efforts in other states have produced varying results. Immediately following passage of the law, the Connecticut Education Association sent sample form agreements to every local in the district. California started with an "exclusive representation" bill, but when blocked in the state house, compromised to what national organizations hope will be an interim stage with their now famous "proportional" statute. The Oregon result is equally opposed by NEA. Here employees vote for representatives as individuals and not organizations. The result: organizations back candidates, but legally control no obligatory commitment once the candidate is elected.

One should not blame the NEA for taking the leadership role. That is its very purpose. Its services include nearly everything from lobbying to providing film strips on negotiations which depict the role-playing teacher as negotiator, a researcher, and even suggested language to match a board of education's challenge.

If there is blame, perhaps it would arise in the controversial area of strikes. The NEA prefers to classify a strike as only one form of a more general category termed "sanction". (See *Guidlines for Professional Sanctions,* an NEA publication). Most severe in their package of sanctions would be application of the "million dollar fund." In actual practice this fund establishes a listing service in Washington, D. C. whereby tens of thousands of teachers can be informed of and transferred to other jobs within days, depleting an entire state's supply of educators. Perhaps only now does one need to reflect upon the original objective of the NEA and ask what this contributes to the welfare of the child.

AMERICAN FEDERATION OF TEACHERS

With a membership approaching 125,000 and a total budget only a tenth the size of its rival organization, the AFT can boast of considerable success. One has a tendency to blame unionism in general for the recent disruption in education by the bargaining process, but the union affiliates are blessed with a long history and solid organization. Unlike the NEA, union membership is clustered in the metropolitan centers of the country. The success of the AFT is due to several factors.

1. The concentration of power theory which is being practiced by both NEA and AFT is one built on exclusive representation. Each hopes that following a representative election victory, members of the opposition will join forces and present a *united front*. Elimination of this problem solidified the AFT's position in the cities of Boston and New York where NEA claimed only 5 and 600 members respectively in early representative investigations.

2. Universally educators record much experience in negotiating the very items which AFT seeks. Salary committees have been in existence for more than 25 years and additional fringe benefits have been freely discussed for several decades. Success in reaching an agreement is due in no small part to the amount of experience negotiators bring to the bargaining table.

3. One cannot minimize the assistance which its parent organization, the AFL-CIO, has contributed. Non-certified personnel belong to the various trade unions of this giant and, in effect, swell the number favorable to the union viewpoint (NEA accepts no one into membership without a degree).

As one of 130 affiliates of the AFL-CIO, the AFT employs professional organizers, provides fee-free legal assistance to locals, and (like the NEA) provides a complete sample agreement of such magnitude that only the school district's name, local union number, and date need be added.

Today, AFT negotiates in full or in part for nine of the ten largest school systems in the nation. Only Miami is NEA controlled.

The demands of AFT have tended to be more extreme in most areas than NEA.

> The American Federation of Teachers recommends five days severance pay for each year of teaching experience.[1]
> School board members shall be elected for a period of four years but shall not be allowed to succeed themselves.[2]
> Non-degree teachers shall be encouraged to complete their work for a degree and shall be given leaves of absence at half pay to do so.[3]

However, the AFT has succeeded and succeeded big. It has put together what many observers believe to be the best contract in the nation—New York City. Ironically, this contract came in a state that does not mandate bargaining by law. It was achieved in part by what Vernon Jensen of Cornell calls "sureness of action" (teachers proved strength of strike potential) and by what Martin Luther King calls "creative tension" (forced creative thinking by climax of the situation).[4] Ironically again it came about in a state which does have anti-strike legislation.[5]

The one hundred page two-year New York City contract which expires on June 30, 1967, details every phase conceivable in the realm of education.

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[1]Donald Burton, *Teachers' Welfare Package,* (AFT Publication, March, 1966), p. 10

[2]*Action Program For Teachers,* (AFT Publication), mimeographed

[3]*Ibid.*

[4]Peter Schnaufer, *The Uses of Teacher Power* (AFT Publication, March, 1966) p. 9-10

[5]New York Civil Service Law, Section 108

Most significant are its sections on promotional differentials; numerous individual considerations for elementary, junior high, secondary, and special school personnel; binding grievance procedure; and salary. Included in an extensive section entitled, "Relief from Non-Teaching Chores," is found in this passage:

> During the 1966-67 school year, except for teachers assigned to supervise school aides, teachers will be relieved of the following chores: yard duty, lunchroom, bus, hall, staircase, and all other patrol duties; work on a school-wide basis related to the handling, distribution, storing, and inventorying of books, supplies and equipment, including audio-visual equipment, the duplicating of teaching materials, the collection of money for purposes such as milk and lunch and for school banking, and assisting in the accessioning of library books.*

The Federation maintains little desire to endorse future state legislation. Nearly 100 per cent of its membership is under written agreement. Quite naturally the AFT favors the current statutes of Wisconsin and Michigan. These laws provide for an impasse in the negotiation process to be resolved through labor channels. In Michigan, the state labor mediation board determines representative questions, initiates fact-finding to investigate unfair labor practices, and mediates collective bargaining grievances. Labor channels again prevail in Wisconsin and advisory fact-finding is employed in deadlocked negotiations.

The national organizations have generally fought a hard but finalized battle. Only in few areas will there continue to be harassment of the majority. Milwaukee seems a bed of continued trouble as the federation promises another election with the victorious association group and has appropriated nearly $50,000 for its 1966-67 operations.

A surprise shocker in early summer was NEA's proposed merger with AFT. The AFT president replied in a telegram.

> "The AFT stands for a united teacher organization free from administrator domination and dedicated to the improvement of American society. Our AFL-CIO affiliation has been a great benefit in pursuing this objective. We therefore have no intentions of forsaking our affiliation with organized labor.
> However, agreement between the two organizations on certain matters could be a great benefit to the schools and society in general.
> Among such matters are collective bargaining rights for teachers, federal aid, school integration, and teacher-supervisory relationships.
> I therefore again urge, as I did in April 1965, that AFT and NEA engage in a dialogue in regard to collective bargaining rights for teachers."

In the interest of an improved future relationship at the bargaining table between the representatives of the bargaining unit and board, it appears that a mutual discussion by national organizations might be in order.

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*Board of Education, City of New York, UFT, AFT, AFL-CIO Contract, P. 10-11

CHAPTER THREE

THE PEOPLE SPEAK OUT

This chapter is a consensus summary of views expressed by the people interviewed with special concentration in the states of Michigan, Wisconsin, and Connecticut. As expressed earlier, it is felt these three states will serve as models in future legislation enacted throughout the nation.

MICHIGAN

For years the influence of labor had made Michigan teachers cognizant of "collective bargaining." For the native teacher who had grown up in this northern state, it was a way of life. They had expected the law to pass in a democrat-controlled legislature in the spring of 1965. Many leaders promised a revolutionary new type of teaching environment if it did. The law passed on July 26, 1965.

Some 324 associations represent the NEA in Michigan, while only 14 affiliated with the union. Less than one year later seven of these locals walked out on strike in defiance of an anti-strike law. Four were representative of one national organization and three of the other.

Why? Were salaries that low or conditions that bad to warrant a walkout of educational responsibility? A near-universal answer was an emphatic "no." Instead, five reasons have generally been accepted as contributory:

1. The pent-up anticipation of the legislative action which in part symbolized a new-founded power which couldn't be handled.
2. Inexperience at negotiating from *both* sides of the table.
3. Belief that such action would get community support (generally felt to be sympathetic to labor).
4. Belief that such action was a signal back to the legislature that it had not done enough for education.
5. Total lack of fear on the part of teachers that an injunction to stop the strike would be issued.

In actuality superintendents throughout the state unsuccessfully sought such injunctions, but were thwarted by labor-minded judges who feared political suicide at the polls.[1] Perhaps never before has an education direction been so clearly determined by political expediency.

Ecorse took a bold step by firing its entire staff. The rest of the state waited for a decision to finally determine the anti-strike legality question. But courts take too long and school is a never-ending business. Returning under a type of "gentlemen's agreement," Ecorse will again be in session.

The administration is most disturbed by the "other conditions of employment" in the statute. Specifics of what is bargainable are at the center of most trouble areas. The bargaining units on the other hand seek clarification of the "good faith" clause charged to the board.

It appears in some places that loyalties are far higher to the organization than to the school system. It seems a perfect environment for weak teachers, promised support by the organization, to solidify a system's inability to displace mediocre teaching.

In most systems teachers have done the actual bargaining, involving

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[1]To cite one example—Melvindale

perhaps more than 100 hours. The locals have neither asked for nor received much help from either the state or national organization. Negotiators in some areas feel they are not asking for more money but simply better utilization of what they now have. A charge that the board, in one instance, produced a priority list and placed maintenance repairs ahead of teacher salaries, thereby offending the bargaining unit.

Grand Rapids faces a unique question whereby the Michigan State Mediation Board must rule on a bargaining unit claim to separate K-8 and 9-12 grades. The GREA wants one unit, but federation people feel they can win a representative election in the high school (see Chapter Four).

In a mediation board ruling which has been finalized, North Dearborn was found guilty of nine counts of refusal to bargain.

Wyoming has one of the first contracts in the state which sets a class size limit and then pays each teacher a dollar per day per child over that, netting the teacher an extra $30.00 a week for six children above the limit.

Finally as an illustration of mismanagement of a newly inherited activity, the author must cite a case in Grand Rapids. When a newly built high school was about to be named replacing the forty-year old "Union High School," the victorious GREA insisted the new structure be called "Association High School" for forty years, then revert to the name of a prominent person.

WISCONSIN

Though like Michigan, Wisconsin passed a public employee labor law, the reaction has been drastically different. First adopted in 1962, its statute was somewhat refined in 1966. Strikes are not found in the state today for four generally accepted reasons:

1. The law when originally passed was unexpected. In practice, many districts have only just written their first negotiation agreement.
2. The state records a long history of close ties between labor and education. Labor has been education's strongest friend in the state legislature as evidenced by a great vocational school offering in the state.
3. Many negotiators have a long history of such practice.
4. The overwhelming acceptance of third-party fact-finding in impasse negotiations.

Most people at the bargaining table see much in the history of labor to be applicable to education. The basic techniques of "give and take" remain to them fundamental in such negotiations.

Like many Connecticut school systems, Milwaukee Vocational sees a narrow time gap between final approval of the agreement and approval of the budget in a fiscally dependent atmosphere.

In Milwaukee City Schools a continuing battle between the association and union plagues educational progress. A technical question now reverted to the Wisconsin Employee Relations Board asks whether the Federation spokesman can represent his teachers in the grievance procedure even though the Association is the victorious bargaining agent.

In Milwaukee, representatives emphatically support a three-member bargaining team—spokesman, recorder, and information specialist. All technical questions are postponed until a cumulative session when attorneys are present.

Appleton's contract cites an unusual type of arbitration of the impasse by using community personnel.

SHOREWOOD, WISCONSIN

One of the most unique systems of many visited throughout the investigation, Shorewood warrants special consideration. A relatively small system—less than 100 teachers with unanimous association membership—with a very appealing salary schedule has produced a rather conservatively thinking stable teaching faculty.

Several unusual facets of Shorewood include:

1. No representative election. The Board allowed 60-day posted notices to appear before a resolution established the Shorewood Education Association as the exclusive bargaining agent.

2. The final sessions of the bargaining are held directly with the Board of Education (as recommended by NEA). However, it is noteworthy that three of five Board members are attorneys, while top teacher representatives are experienced staff members (14 and 25 years) in the field of bargaining. The teachers see the necessity for legal counsel in future bargaining.

3. Negotiating committee does not feel it is within its rights to bargain book selection and curriculum (opposed to NEA viewpoint).

4. Superintendent has right and has been encouraged to join the local SEA without much regard that to do so may well bring a voided contract on charges of a "sweetheart—conflict of interest" ruling if appealed to the Wisconsin Employee Relations Board, a labor precedent-bound body.

5. They have produced the state's first step-by-step written procedures on teacher dismissal.

Finally, a Wisconsin problem has been created by the apparent decision of the WEA and WFT to hold their state-wide two-day teachers' meetings at different times.

CONNECTICUT

A local association (not affiliated) in Norwalk, Connecticut, is given credit for actually writing the first teacher contract in 1947. Today most educators agree this state has perhaps the most workable of all state statutes.

The author found in this state considerable involvement of politics and education, an entangled fiscal dependency system, and a relatively negative attitude toward the strike.

In New Britain a teacher personnel committee, consisting of six of the 12 school board members, negotiated, with the superintendent serving as advisor. Any recommendation of the committee must go to the Board which in turn submits proposals to the Finance Board, which itself is dependent upon a Common Council. Success for teachers has come in large part because of appeal speeches by their representatives to both political parties as well as these financial boards which, in effect, control the Board of Education budget.

Supporting political candidates, supplying cars, and producing voters at the polls have strengthened teacher organizations politically. Due to this influence two bills seem doomed in this year's legislative session. One calls for the Finance Board's appropriation to be established prior to the teachers' bargaining session. The NEA has termed such action "distributing poverty". The second bill, recognizing the right of administrators to choose a separate

bargaining unit, would fix a ratio salary schedule of administrators based on the schedule predetermined by the teacher bargaining unit.

Stratford's contract notes a pay differential to coaches based upon coaching experience as well as severance pay up to thirty accumulated unused sick leave days.

Though NEA expresses great satisfaction over the rather lengthy New Haven contract, the enclosed general clause virtually shatters its monetary foundation:

> Nothing in this Agreement shall in any way limit or contravene the authority of the New Haven Board of Finance or any other municipal, state or federal board, commission agency or other governmental body.[2]

One individual in Connecticut proves that the advent of collective negotiations may only lead to multi-complexity. A teacher and association member in one district experienced political pressures to force him into joining the union so he could get elected to the Board of Education in his residential district before doing a currently effective job as head of its collective negotiations committee.

CHAPTER FOUR

FOUR TROUBLE SPOTS

New participants in collective negotiations are headed on a collision course if they are unable to identify major trouble areas. Four such areas have been universally significant in the past and promise to be equally so in the future.

A. STATE LEGISLATION

It must be conceded that uniformity of various state laws is not as desirable as workable legislation. Environmental influences will continue to dictate what precise ingredients are included in each statute. Pro-labor states will undoubtedly follow the Michigan lead of allowing supervisory personnel in the organization, but not in the bargaining unit. On the other hand in Washington local constitutions had to be rewritten when the all-inclusive law forced teacher-only organizations to bring in administrators.

Clarification of the bargaining unit goes even deeper. If, as is under contention in Grand Rapids, the State Mediation Board accepts "fragmentation" units such as K-8 and 9-12, the door may be open for individual units of mathematics, physical education, social studies, etc., and chaotic disorder would surely be close behind.

Future legislation must be more specific in naming what is bargainable. Important questions citing contradiction arise frequently concerning the law mandating bargaining and the law charging the board with the responsibility of running a school district. Naming of specific items to be negotiated, as appear in the Washington law, seems a preferred trend.

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[2]New Haven Board of Education, Teachers League Contract, p. 4.

It is also universally anticipated that all future legislation contain an anti-strike clause. The effectiveness of such legislation has been far more successful than the front page of newspapers would seem to indicate. A strike tendency in some regions seems based upon inexperience in bargaining. One finds emotionalism now, but in time respect for the law should dictate the action of teachers.

Most important of all, educators must seek an education law. NEA prefers it, AFT can live under it, and the future of education needs it. The problems of education are unique to this field. Labor channels can rule wisely on only basic questions such as validity of elections or composition of the bargaining unit. It requires an education-oriented source to solve an educational impasse.

B. IMPASSE

The age-old concept of confrontation with no route by which to escape resulting in conflict is true in education negotiations. Wisdom is shown on the part of administrators and representatives alike if they provide for a "safety-valve" to insure the continuation of education in their community.

The third-party concept bothers board members greatly. It is doubtful that any legislation making a third-party's recommendations binding would be held constitutional (a board-charged responsibility).

Advisory fact-finding, in actual practice is not as advisory as it appears. Excessive publicity of the fact-finding report usually brings public pressure upon the board to accept an "impartial" ruling. The benefit, on the other hand, is the creation of a public awareness of what support is necessary should the board expand the educational program and seek to increase the budget.

It must be pointed out that a persistent disagreement may become an impasse only because a time limit has forced the parties to give concessions or face a strike deadline. Such situations should be a prime consideration in states with a large number of fiscally dependent systems which must submit a school budget to an all-inclusive finance board.

Procedures to deal with a grievance is one of the first items to be universally included in a contract. Application of successful binding arbitration as a final step in the grievance procedure seems extremely favorable. The cost of advisory mediation of a negotiations impasse or binding arbitration of the grievance should continue to be shared equally by both parties.

C. SUPERINTENDENT'S ROLE

The superintendent's role in collective negotiations is drastically changing. In short, he wants out. Originally, the chief executive feared the middle man position. He anticipated a loss of prestige when necessity warranted his return to the board for legal authority. In practice, however, the answer is more simple—he cannot afford the time to negotiate. The demands of managing a complex system become more acute each year. Where trouble has already prevailed, most superintendents appear reluctant to accept an advisory position, preferring sophisticated administrative specialists to serve in such capacity.

One of the nation's major school districts, Milwaukee, intends to dramatically change its organizational chart for the future. Anticipating its own

negotiations department headed by an experienced specialist, it is theorized that this man may be coterminous with the superintendent and business manager in sharing board-directed responsibility.

Agreement is widespread that future negotiators need to be more familiar with the rudiments of collective bargaining and be advised of the peculiarities of the local setting. It is hoped the negotiator will first be a schoolman who has learned the bargaining technique rather than vice versa. There appears a need for private consultants to serve the smaller districts on a part-time or retainer-fee basis.

Finally the field of battle is changing. Unit representatives seek to bargain where the authority reigns. The pressure to bypass the superintendent or reach a quicker impasse with him is apparent. Though actual negotiations with the board are desired by both NEA and AFT, is is not a widespread practice. The future looks to hold a greater effort on the part of teacher organizations to influence authoritative boards above the board of education in fiscally dependent systems.

D. PERSONNEL

The advent of collective negotiations poses a paramount threat to the entire area of "personnel" within a school system.

Mounting legislation contributes to undermine the growing trend to concentrate this vastly complex area within a separate personnel department.

Some selected statutes include: Connecticut - . . . for the purpose of negotiating with respect to salary schedules and personnel policies relative to employment . . . Massachusetts - . . . shall confer . . . with respect . . . to conditions of employment . . . Washington - . . . confer and negotiate . . . relating to, but not limited to, curriculum, textbook selection, in-service training, student teaching programs, personnel, hiring and assignment practices, . . . and non-instructional duties.

The invaluable position of the personnel department, along with many other phases of the education process, is not being protected by inexperienced anxious administrators. Indeed, realism was expressed by Charles Rehmus, Co-Director, Institute of Labor and Industrial Relations, University of Michigan, when he said, "only prerogatives management has are those which it doesn't give away at the bargaining table.[1]

Bargaining representatives, on the other hand, are dedicatedly after those prerogatives in the area of personnel. The following are suggested items from more than 140 platform demands encouraged by the AFT in the fall of 1964.

1. Teachers shall be assigned to subject matter areas according to their preference within the scope of their teaching certificate.

2. All promotional openings, with job descriptions and listings of duties, shall be publicized and a fair method of selection adopted.

3. Each teacher shall be entitled to examine his or her personnel file.

4. All presently employed teachers shall know their assignments for the following school year prior to June 1.

5. An equitable procedure for the transfer of teachers, which shall

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[1]Speech August 1, 1966 at University of Chicago.

include seniority as a factor, shall be established; or there shall be an optional transfer plan whereby at least five per cent of teachers in each school will be allowed to transfer.

6. All vacancies be posted for one month before an appointment is made to fill such vacancy.

7. Before a new appointment is made, the administration be sure that no transfer request is then pending for that opening.

8. All supervisory and administrative positions up to assistant superintendent should be filled by competitive examinations.

9. All persons making personal recommendations to another school system shall send a copy to the teacher involved.[2]

CHAPTER FIVE

A REFLECTION

Perhaps the strongest support on behalf of collective negotiations came in a statement by Watts in the NEA's Washington headquarters. His reasoning goes like this:

> Undoubtedly no one would deny the right of an individual teacher to come into the office of his superintendent and discuss any phase of his job. Yet if a superintendent scheduled two-hour sessions with each employee, he would accomplish little else in a year's time. As a result, we have lost this individual right simply by the largeness of our school systems.[1]

In contrast, most administrators view their jobs as "functional decision-making." They are equally quick to reason that if this bargaining trend continues, the teacher may seek three times an administrator's salary. In effect he would be equally sharing the decision-making process, spending a vast proportion of his time negotiating to do it, while at the same time, we may tend to forget teaching the students.

It has often been said concerning education that books aren't always practical. However, anyone will benefit from two books written and released in the summer of 1966—Stinnett, Kleinmann and Ware's *Professional Negotiation in Public Education* and Moskow and Lieberman's *Collective Negotiations for Teachers.*

DISAPPOINTMENTS

It is never difficult to be critical of a program when one uses a reflective viewpoint. But it distinguishes a group to utilize that criticism for beneficial progress in the future.

The fault of the national organizations is just that—they are national. AFT is too close to labor for the good of education and NEA seems far more concerned about future legislation than harmonizing the bargaining relation-

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[2] *Action Program For Teachers,* (AFT publication, August 12, 1964), mimeographed.

[1] Quoted with permission of Dr. Gary Watts. Spoken June 9, 1966 in Washington, D. C.

ship in those districts currently operating under statutes. But herein should not lie the real target of blame. It must instead be surely aimed at the administrators.

All too true is the negotiation slogan that teachers want it, boards oppose it, and superintendents resist it. They resist it until it is mandated upon them and they suddenly find everyone on the other side of the table. The real blame must be centered upon administrative staff who have not integrated teacher thinking into the decision making process years ago. The blame must be aimed directly at administrators who have failed to pursue the age-old question of what is "quality" education and then *demanded* the inclusion of these aspects in a written agreement. Meaningful contracts have been established by those systems which have been meeting informally or off the record prior to actual bargaining. This type of staff involvement, the real key to a working relationship, is nothing more than good personnel practice which many systems have employed for many years.

THE FUTURE

Two things seem inevitable in the future of education.

First, the political involvement of teachers is destined to become extensive. Running for elective office will be the goal of an increased number of educators. A desire to be in the position of control of budgetary appropriations is a shortened route to organization objectives.

Secondly, this widespread activity of collective negotiations is bound to have a telling effect in the near future. The current nationwide shortage of teachers will become more acute in some areas due to the drain caused by successful regional bargaining.

This reminds us of the one correcting mechanism in the private sector which is not appropriate for education—bankrupt or understaffed schools do not go out of business. Either the lowering of standards or seeking of external aid presents a choice not always envied. Inherent in collective negotiations one finds a like characteristic to the stock market in that there is no control valve. As salaries and conditions get better in one environment and proportionately worse in another, the problems in the profession are certain to mount. History, repeatedly a wise teacher, tells us that when this state is finalized, the advent of the federal government is just around the corner.

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